

APN:

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### DEED OF TRUST AND ASSIGNMENT OF RENTS

**THIS DEED OF TRUST**, made this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_, herein called TRUSTOR, whose address is \_\_\_\_\_, a Nevada corporation, herein called, TRUSTEE, and \_\_\_\_\_, herein called BENEFICIARY, whose address is \_\_\_\_\_.

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in \_\_\_\_\_ County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

and commonly known as:

**Together with** the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$0.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust and with respect to the property described herein, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the note secured hereby, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth herein.

Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To pay all costs and expenses, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, that shall become due upon delivery to Trustee of declaration of default and demand for sale as hereinafter provided.
3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee, may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay: at least 10 days before the delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereto or the rights or powers of Beneficiary to Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien that in the judgment of either appear to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
7. Any award of damages in connection with any condemnation for public use of, or injury to, any property or any part thereof is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

8. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
9. Acceptance by Beneficiary of any sum in payment of indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
10. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note(s) secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
11. After the debt secured by this deed of trust is paid or otherwise satisfied or discharged, and upon receipt of a properly executed request to reconvey and the Trustee's fees, the Trustee shall, within the time provided by law, cause to be recorded a reconveyance of the deed of trust. If the Beneficiary delivers the original note and deed of trust to the Trustee or the Trustee has those documents in his possession, the Trustee shall deliver those documents to the Trustor.
12. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
13. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, Beneficiary may declare all sums secured hereby immediately due and Beneficiary or Trustee may execute and record in the office of the recorder of the county wherein the trust property, or some part thereof, is situated, a notice of default and election to sell.
14. After the lapse of such time as may then be required by law following recordation of any such notice of default and election to sell and notice having been given as then required by law, Trustee shall sell said property at such time and at such place as stated in the notice of sale having first given notice of such sale as then required by law. Place of sale shall be at the courthouse or public location designated for that purpose as required by law. The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any

and all other demands or notices as conditions precedent to sale of such personalty. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale as allowed by law by public announcement at the time previously appointed. At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

15. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and Trustee's fee in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest in the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
16. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
17. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
18. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law.
19. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature of notarial officer